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February 26, 2015

By ECF

Honorable Sidney H. Stein  
United States District Judge  
United States District Court for the Southern District of New York  
Daniel Patrick Moynihan United States Courthouse  
500 Pearl Street  
New York, NY 10007-1312

Re: Andrews v. City of New York, Case No. 10-Civ.-2426 (SHS)

Dear Judge Stein:

This firm is counsel to Local 237, IBT. I write to provide the court with some additional information in connection with tomorrow's conference in the above-captioned case.

*First*, Local 237 is fully supportive of the settlement agreement the parties have reached and is eager to see the parties bring this matter to a conclusion on the schedule this Court has set and on the terms this Court has approved. Indeed, the president of Local 237, Gregory Floyd, initiated this action almost 5 years ago because he believed that the compensation of Local 237's predominately female School Safety Agents should be commensurate with the compensation of the other Special Officers represented by Local 237.<sup>1</sup> President Floyd and Local 237, in recent negotiations with the City of New York, were successful in negotiating wage increases that will bring the School Safety Agents into full parity with the Special Officers by the end of the contract's term. Local 237's School Safety Agents will not receive these increases, however, until the conclusion of this litigation.

*Second*, I have been advised that the robocalls at issue were initiated in what now appears to be an over-zealous effort to bring this almost five-year old litigation to a conclusion so that Local 237's members would receive their contractual increases and back pay. 237 now realizes that the robocall messages, which were sent to 2,985 of the 4,885 School Safety Agents,

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<sup>1</sup> The complaint was amended in July, 2010 to remove Mr. Floyd as a plaintiff. Local 237 paid the attorney's fees (on an hourly basis) incurred by Cohen, Weiss and Simon LLP in representing the plaintiffs from March 5, 2010 until January 20, 2012, when Mr. Linsey left the firm.



February 26, 2015

Page 2

were misleading. All calls were made and stopped one week ago on February 20, 2015, prior to this Court's order.

*Finally*, Local 237 is prepared to take whatever ameliorative steps the Court deems appropriate, including making curative robocalls to the members who received the initial robocall. A transcript of the text of the initial robocall is attached as Exhibit A, and the proposed text of a curative robocall (or mailing, if the Court prefers) is attached as Exhibit B.

Very truly yours,

/s/ Joshua J. Ellison

Susan Davis

Joshua J. Ellison

SD:nam

cc: Kathleen Comfrey, Esq.  
James L. Linsey, Esq.